

December 18, 2015

United States Bankruptcy Court Southern District of New York,

Alexander Hamilton Custom House, One Bowling Green, New York, N.Y., 10004-1408

The Chambers of the: Honorable Martin Glenn,

Re: Residential Capital, LLC, Debtors ... Case No. 12-12020 (MG)

Claim #4397 for Ms. Mary Biancavilla, 341 Oak Dr., New Cumberland, PA, 17070

In response to Rescap Borrower 89<sup>th</sup> Omnibus Objection to "Reduce and Allow my Claim #4397"

DEC 28 2015

To All Concern Parties in this proceeding and His Honor Judge Martin Glenn,

I have been requested to respond to the objection as stated above, as such my response is *not to reduce my claim* by the reasons I will set forth and supply supporting documents.

(Please bear with me as I am attempting to represent myself.)

In reading your objection you indicated that(i) I was coerced into the HAMP Modification, I would say definitely mislead and in part, by way of GMAC not auto-drafting my Dec. '09' mortgage payment without notification of any kind. I called GMAC when I found the error by way of extra funds in my checking account.

Upon contact to rectify their mistake, it was told me that(ii) I was approved for The Hamp Modification and they, (GMAC), would not be collecting Decembers payment and I was to send a check in for January for \$679.83 that this would be the first of 3 payments to test my ability to pay that amount. I said there must be a mistake I sent in information, as requested to get information as to the new loan products available through the president's program and that until I knew the terms, I would not be able to say if I would be interested. I was assured I would be happy that there was no time to waste, my check needed to be in for Jan. 1 2010 which was only a couple of weeks. They pressed, I wrote down what they said and re-presented it with the check to them as a contract,(see exhibit (OA/1), stating that if they were to cash the check they were in agreement with all that I understood from the phone rep. They cashed the check, that's a binding contract. What followed next was the second check was deposited by GMAC at the same time they decided to do an unauthorized auto-draft of a random amount of monies which caused an overdraft on my checking account, subsequently closed, and I have been making all my mortgage payments in fear by cashier check ever since and to this day. (iii) a, b, c) into and through the second paragraph of your objection to reduce my claim.

I am attaching my guesstimation (OA/2) of how much more this loan is costing me over what I actually contracted with them in the \$679.83 that was supposed to actually be lower in the new loan. I concede that increases in escrow items will change a fixed rate monthly payment amount but that was *not the case in much of what I documented and we will never know what the lower HAMP amount would have been for sure. I was told by phone it was to be \$4xx.xx and have a 3% of something noted somewhere*, you probably know and for the sake of expedition, why not just consider my guesstimation middle ground. In it, I attempted to capture the difference between what I was supposed to be paying and what I was/am and will be paying (real money ...the actual monthly check amount negatively effecting my credit each and every month because the whole reason this began was I was having a hard time keeping up, now my credit is trashed too and that has effected every other area of my life, limiting what jobs, opportunities etc.

Ex.  
★ OA/3

I am seeking relief for the purpose of settling my outstanding debts, recovering my credit rating and moving out from the grip of this mortgage. This has been a nightmare. How novel it would be to just allow my new bank to auto draft or write them checks without fearing what may happen to my account for doing business with them. Please help me out of this, I would have accepted less if I could have afforded to, but I have run up quite a bill everywhere trying to keep up with all the new increases over the last 6 years, the house needs repairs as well ...everything has suffered over this and much is needed to fix it. Thank you all for your sincere consideration.

With gratitude,

Ms. Mary Biancavilla

The following is a list of the other recipients of my response to this objection, as instructed:

Morrison & Foerster LLP, 250 West 55<sup>th</sup> St, New York, NY 10019 (Attn. Norman S. Rosenbaum, Jordan A. Wishnew & Jessica J. Arett)

US Trustee for the Southern District of New York, US Federal Office Building, 201 Varick St., Ste.1006, New York, NY. 10014 (Attn.) Linda A. Riffkin & Brian S. Masumoto)

Rescap Borrower Claims Trust, Polsinelli PC, 900 Third Ave. 21<sup>st</sup> Floor, New York, NY 10022, (Attn. Daniel J. Flanigan)

Ex. OA/1 1 of 2

341 OAK DR.  
NEW CUMBERLAND, PA 17070

DATE JAN. 1, 2010

© 2008 WELLS FARGO BANK

PAY TO GMAC \$ 679.83  
THE ORDER OF Six Hundred Seventy Nine Dollars and 83/100 DOLLARS  
**M** MEMBERS 1<sup>st</sup> FEDERAL CREDIT UNION  
MEMO 1<sup>st</sup> TRIAL Pymt. 4 Jan Mod. May P. Miller  
⑆231382241⑆ 2182296547⑈ 1115

GMAC  
LOSS MITIGATION

THANK YOU FOR EXTENDING THE OPPORTUNITY FOR A LOAN  
MODIFICATION. ENCLOSED ARE THE ADDITIONAL DOCS.  
YOU REQUESTED TO BEGIN A 3 MONTH TRIAL PLUS MY  
FIRST MONTH (JAN 1, 2010) TRIAL PYMT. CHECK OF \$679.83.

I UNDERSTAND THERE ARE TO BE 3 PYMTS. OF THIS AMT.  
(THE 2 OTHERS FOR FEB. + MAR. 2010...), AND THAT AFTER  
THESE 3 MOS. OF TRIAL PYMTS. WE WILL MOVE INTO A  
MODIFICATION OF THE CURRENT EXSISTING MORTGAGE  
WHICH WILL BE A FIXED TYPE AT A LOW INTEREST  
RATE AND A PYMT. LESS THEN WHERE WE ARE CURRENTLY.

PLUS -  
- YOUR ACCEPTANCE OF MY 1<sup>st</sup> TRIAL PYMT.  
FOR ME AND US IS A CONFIRMATION OF MY  
UNDERSTANDING AS EXPLAINED TO ME THROUGH  
SEVERAL LOSS MIT REPS. IN THE LAST WEEK OR SO.  
EACH OF THEM CONFIRMED THE FOLLOWING:

Ex. OA/1 2082

- ① MY TRIAL WAS APPROVED IN "DEC. 09" AND CAUSED AN UNDRAFTED MORTGAGE PYMT. (WHICH WAS NOT BROUGHT TO MY ATTENTION BY GMAC) — CURRENTLY "DEC 09" IS SHOWING TO BE DUE & LATE OF NO FAULT OF MINE AND IS NOT BEING COLLECTED.
- ② ALL CREDIT REPORTING DURING THIS TRIAL (TO INCLUDE "DEC 09" PYMT. NOT ADD-OFFD. BY GMAC) — IS SUPPRESSED... THROUGHOUT THE TRIAL.
- ③ ALL ESCROW PAID BY GMAC FOR 2009 IS NOT SOMETHING I AM TO PAY AS IT IS INCLUDED IN THE PYMT. AMT. SET FORTH AND INCLUDING BY GMAC IN THE TRIAL PYMT. AMT. OF \$679.83.
- ④ THE TRIAL IS TO SEE THAT I AM ABLE TO MAKE THESE 3 MOS. CONSECUTIVE PYMTS... AND CONSTITUTES APPROVAL OF LOAN MODIFICATION IMMEDIATELY THEREAFTER.
- ⑤ AFTER THE 3 TRIAL MOS., A MODIFICATION OFFER WILL BE MADE TO ME WHICH WILL BE SUSTAINABLE BASED ~~ON~~ THE FINACIAL INFO. I HAVE SUPPLIED AND YOUR EXPERTISE. I AM LOOKING FORWARD TO WORKING WITH YOU IN THE NEAR FUTURE

Sincerely,  
Ms. Mary DANDANILLY

EX 0A/2

1 of 2

# GUESSTIMATION OF LOAN DAMAGES

\* FROM: WHAT ORIG. \$679.83 (Rounded up below for ease of use)  
(FIXED) PMT. TO \$680.00

\* TO: ALL THE MULTIPLE INCREASES SHOWN  
(STEP RATE) BELOW, OF WHICH SOME WERE NOT EVEN PART  
OF THE SCHEDULED INCREASES LISTED IN  
NOTIFIED THE SECOND DEFAULTED LOAN BY GMAC  
IMPOSED UPON ME.

NOTE: \$679.83 WAS THE AGREED FIXED PMT. AMT. TO INCLUDE  
HO & PROPERTY TAX ESCROWED) AND I NEVER SAW IT AFTER 3 TRIAL PMTS.

DATE	MO.	AMT.	DIFFERENCE OF:	DURATION TILL NEXT INC.	TOTAL
APRIL 2010	1st	\$833.00	\$153.00	X 8 mos.	= \$1,224.00
JAN. NEW 2011		\$840.00	\$160.00	X 12 mos.	= 1920.00
JAN NEXT 2012		\$853.00	\$173.00	X 12 mos.	= 2,076.00
JAN NEXT 2013		\$875.00	\$195.00	X 12 mos.	= 2,340.00
JAN NEXT 2014		\$900.00	\$210.00	X 4 mos.	= 840.00
<u>TOTAL UNSCHEDULED INCREASES</u>					<u>\$8400.00</u>
					Fwd. AMT. TO NEXT PG. AND ADD TO TOTAL

Ex. 0A/2

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-cont.

THESE ARE THE STEP RATED INCREASES  
(OFFICIAL) →

UNLIKE PG. 1 of 2

By THE WAY: DEFINITELY  
NOT  
A FIXED RATE  
LOAN

INCREASES

TOTALING:

forwarded

\$ 8,400.00

MAY INT. INCREASE (DIFFERENCE <sup>Between</sup> 679.83 + New Pymt)  
2014 \$64.58 mo \$274.00 x 12 mos. = \$ 3,288.00

NEW Pymt. 964.44

(P+I from 645.15 to 709.73)

MAY INT. INCR.  
2015 \$65.36 mo <sup>Dmt.</sup> \$1030.00 \$340.00 x 12 mos = \$ 4,080.00

MAY INT. INCR. Pymt.  
2016 \$8.06 \$1038.00 \$348.00 x 36 mos = \$ 2,128.00

\* CONSIDER IF HAMP LOAN Pymt of 444.44 \$97,896.00

DIFFERENCE APPLIED WE WOULD

NEED TO ADD \$200.00 x 306 mos = \$ 61,200.00

TOTAL OVER Pymt. \$ 159,096.00  
OVER LOAN LIFE →

PLUS

DAMAGE TO CREDIT CAUSING LOSS OF:

OPPORTUNITIES; JOBS

SAVINGS, INTEREST.

IMMEASURABLE I CAN NOT GET BACK THOSE  
YEARS AND AM IN A HARD PLACE  
TO START AGAIN

Ex. 0A/3

Account Information	
Account Number	7426229613
Current Statement Date	March 18, 2010
Maturity Date	January 01, 2036
Interest Rate	5.75000
Current Principal Balance*	\$144,000.00
Current Escrow Balance	\$2,391.13-
Interest Paid Year-to-Date	\$690.00
Taxes Paid Year-to-Date	\$620.06

For Customer Care inquiries call: 1-800-766-4622  
For Insurance inquiries call: 1-800-256-9962  
For Payment Arrangements call: 1-800-850-4622

Details of Amount Due/Paid	
Principal and Interest	\$690.00
Subsidy/Buydown	\$0.00
Escrow	\$348.08
Amount Past Due	\$3,114.24
Outstanding Late Charges	\$138.00
Other	\$125.50
Total Amount Due	\$4,415.82
Account Due Date	January 01, 2010

\* THIS IS THE RESULT OF GMAC DEFAULTING  
MY ORIGINAL LOAN AND THEN THE  
HAMP TRIAL OF WHICH I SHOULD HAVE  
BEEN APPROV. AND PAYING 31% OF INCOME  
SUBMITTED WAS \$1,266.00 = (New Pmt 447.47)

### Account Activity Since Last Statement

Description	Pmt Date	Tran. Date	Tran. Total	Principal	Interest	Escrow	Add'l Products	Late Charge	Other
Receipt	12/01/09	03/17/10	\$669.68						\$669.68-
City Tax Paid	12/01/09	03/15/10	\$620.06			\$620.06			
CORP ADV 3 DRM	12/01/09	03/12/10	\$83.00						\$83.00
NSF FEE	12/01/09	03/10/10	\$20.00						\$20.00
Receipt	12/01/09	03/10/10	\$679.83-						
Receipt	12/01/09	02/26/10	\$679.83						
PROP INSPECTION FEE	12/01/09	02/23/10	\$11.25						\$11.25
Payment Reversed	12/01/09	02/12/10	\$1,038.08-		\$690.00-	\$348.08-			
Fire Ins Paid	01/01/10	02/02/10	\$451.00			\$451.00			

\*This is your Principal Balance only, not the amount required to pay the loan in full. For payoff figures and mailing instructions, call the Customer Care number above or you may obtain necessary payoff figures through our automated system (24 hours a day, 7 days a week). See back for automatic payment sign-up information and other payment options.

### Important News

If you are considering a new home purchase or refinancing your existing mortgage, we are here to help. Simply call the number above or visit our website for fast, convenient service.

Introducing Ally Interest Checking: free checks, no monthly fees, and no ATM fees nationwide. Call 877-247-ALLY (2559) anytime or visit us at [www.ally.com](http://www.ally.com) to learn more.

See Reverse Side For Important Information

Mail This Portion With Your Payment

### Mortgage Payment Coupon

Account Number	Due Date	Mortgage Payment	Total Amount Due
7426229613	01/01/10	\$1,038.08	\$4,415.82

MARY R BIANCAVILLA

Amount Due With Late Fee if Received 15 Days AFTER Due Date
\$1,072.58

**GMAC**  
Mortgage

Please assist GMAC Mortgage in applying your payment	
Full Payment(s)	\$
ADDITIONAL Principal	\$
ADDITIONAL Escrow	\$
Late Charge	\$
Other Fees (please specify)	\$
Total Amount Enclosed	\$

NO WAY  
BACK

HAD TO TAKE

THE MORTGAGE

FORECLOSE  
GMAC MORTGAGE  
PO BOX 9001719  
LOUISVILLE KY 40290-1719

Sign here to enroll in monthly ACH.  
(See back for details.)

